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AMAZON RETAIL LLC

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

JONATHAN CHICAS, an individual;
and DARRIUS PARRISH, an
individual, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

AMAZON RETAIL LLC, a
Delaware limited liability company;
and DOES 1 to 10, inclusive,

Defendant.

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PARRISH, individually, and on behalf of
all others similarly situated

CASE NO. 2:24-cv-10306 FMO (SSCx)

**[PROPOSED] STIPULATED
PROTECTIVE ORDER¹**

28 ¹ This Stipulated Protective Order is substantially based on the model protective order provided under
Magistrate Judge Stephanie S. Christensen's Procedures as of 24 July 2023.

1 **IT IS HEREBY STIPULATED**, pursuant to Rule 26 of the Federal Rules of
2 Civil Procedure, by and between Plaintiffs Jonathan Chicas and Darrius Parrish and
3 Defendant Amazon Retail LLC (collectively, the “Parties”), by and through their
4 respective undersigned counsel of record, that in order to facilitate the exchange of
5 information and documents which may be subject to confidentiality limitations on
6 disclosure due to federal laws, state laws, and privacy rights, the Parties respectfully
7 request that the Court sign this [Proposed] Stipulated Protective Order to govern the
8 production of documents and the conduct of discovery in this Action.

9 **1. INTRODUCTION**

10 1.1 **Purposes and Limitations.** Disclosure and discovery activity in this
11 Action are likely to involve production of confidential, proprietary, or private
12 information for which special protection from public disclosure and from use for any
13 purpose other than prosecuting this litigation may be warranted. Accordingly, the
14 Parties hereby stipulate to and petition the Court to enter the following Stipulated
15 Protective Order. The Parties acknowledge that this Order does not confer blanket
16 protections on all disclosures or responses to discovery and that the protection it affords
17 from public disclosure and use extends only to the limited information or items that are
18 entitled to confidential treatment under the applicable legal principles.

19 1.2 **Good Cause Statement.** This Action is likely to involve Plaintiffs’
20 confidential and sensitive personnel files, payroll records, and medical records, and
21 Defendants’ confidential and sensitive personnel, employment, or commercial
22 information, for which special protection from public disclosure and use for any purpose
23 other than prosecution of this Action is warranted. Accordingly, to expedite the flow of
24 information, to adequately protect information the parties are entitled to keep
25 confidential, to ensure that the parties are permitted reasonable necessary uses of such
26 material in preparation for and in the conduct of trial, to address their handling at the
27 end of the litigation, and serve the ends of justice, a protective order for such information
28 is justified in this matter. It is the intent of the parties that information will not be

1 designated as confidential for tactical reasons and that nothing be so designated without
2 a good faith belief that it has been maintained in a confidential, non-public manner, and
3 there is good cause why it should not be part of the public record of this case.

4 1.3 **Acknowledgment of Procedure for Filing Under Seal.** The parties
5 further acknowledge that Local Rule 79-5 sets forth the procedures that must be followed
6 and the standards that will be applied when a party seeks permission from the court to
7 file material under seal.

8 There is a strong presumption that the public has a right of access to judicial
9 proceedings and records in civil cases. In connection with non-dispositive motions,
10 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
11 *Cnty. of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips ex rel. Ests. of Byrd v.*
12 *Gen. Motors Corp.*, 307 F.3d 1206, 1210–11 (9th Cir. 2002), *Makar-Welbon v. Sony*
13 *Elecs., Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders
14 require good cause showing), and a specific showing of good cause or compelling
15 reasons with proper evidentiary support and legal justification, must be made with
16 respect to Protected Material that a party seeks to file under seal. The parties' mere
17 designation of Disclosure or Discovery Material as CONFIDENTIAL does not—
18 without the submission of competent evidence by declaration, establishing that the
19 material sought to be filed under seal qualifies as confidential, privileged, or otherwise
20 protectable—constitute good cause.

21 Further, if a party requests sealing related to a dispositive motion or trial, then
22 compelling reasons, not only good cause, for the sealing must be shown, and the relief
23 sought shall be narrowly tailored to serve the specific interest to be protected. *See Pintos*
24 *v. Pac. Creditors Ass 'n*, 605 F.3d 665, 677–79 (9th Cir. 2010). For each item or type of
25 information, document, or thing sought to be filed or introduced under seal in connection
26 with a dispositive motion or trial, the party seeking protection must articulate compelling
27 reasons, supported by specific facts and legal justification, for the requested sealing
28

1 order. Again, competent evidence supporting the application to file documents under
2 seal must be provided by declaration.

3 Any document that is not confidential, privileged, or otherwise protectable in its
4 entirety will not be filed under seal if the confidential portions can be redacted. If
5 documents can be redacted, then a redacted version for public viewing, omitting only
6 the confidential, privileged, or otherwise protectable portions of the document, shall be
7 filed. Any application that seeks to file documents under seal in their entirety should
8 include an explanation of why redaction is not feasible.

9 **2. DEFINITIONS**

10 2.1 **Action:** the above-captioned action.

11 2.2 **Challenging Party:** a Party that challenges the designation of information
12 or items under this Stipulated Protective Order.

13 2.3 **“CONFIDENTIAL” Information or Items:** information (regardless of
14 how it is generated, stored or maintained) or tangible things that qualify for protection
15 under Federal Rule of Civil Procedure 26(c).

16 2.4 **Counsel (without qualifier):** Outside Counsel of Record and In-House
17 Counsel (as well as their support staff).

18 2.5 **Designating Party:** a Party or Non-Party that designates information or
19 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

20 2.6 **Disclosure or Discovery Material:** all items or information, regardless of
21 the medium or manner in which it is generated, stored, or maintained (including, among
22 other things, testimony, transcripts, and tangible things), that are produced or generated
23 in disclosures or responses to discovery in this matter.

24 2.7 **Expert:** a person with specialized knowledge or experience in a matter
25 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
26 expert witness or as a consultant in this Action.

27 2.8 **Final Disposition:** the later of (1) dismissal of all claims and defenses in
28 this Action, with or without prejudice; and (2) final judgment herein after the completion

1 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
2 including the time limits for filing any motions or applications for extension of time
3 pursuant to applicable law.

4 2.9 **In-House Counsel:** attorneys who are employees of a party to this Action.
5 In-House Counsel does not include Outside Counsel of Record or any other outside
6 counsel.

7 2.10 **Non-Party:** any natural person, partnership, corporation, association, or
8 other legal entity not named as a Party to this Action.

9 2.11 **Outside Counsel of Record:** attorneys who are not employees of a party
10 to this Action but are retained to represent or advise a party to this Action and have
11 appeared in this Action on behalf of that party or are affiliated with a law firm which has
12 appeared on behalf of that party.

13 2.12 **Party:** any party to this Action, including all of its officers, directors,
14 employees, consultants, retained experts, and Outside Counsel of Record (and their
15 support staffs).

16 2.13 **Producing Party:** a Party or Non-Party that produces Disclosure or
17 Discovery Material in this Action.

18 2.14 **Professional Vendors:** persons or entities that provide litigation support
19 services (e.g., photocopying, videotaping, translating, preparing exhibits or
20 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
21 their employees and subcontractors.

22 2.15 **Protected Material:** any Disclosure or Discovery Material that is
23 designated as “CONFIDENTIAL.”

24 2.16 **Receiving Party:** a Party that receives Disclosure or Discovery Material
25 from a Producing Party.

26 **3. SCOPE**

27 The protections conferred by this Stipulated Protective Order cover not only
28 Protected Material (as defined above), but also (1) any information copied or extracted

1 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
2 Protected Material; and (3) any testimony, conversations, or presentations by Parties or
3 their Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial shall be governed by a separate agreement
5 or order. This Stipulated Protective Order does not govern the use of Protected Material
6 at trial.

7 **4. TRIAL AND DURATION**

8 The terms of this Stipulated Protective Order apply through Final Disposition of
9 the Action.

10 Once a case proceeds to trial, information that was designated as
11 CONFIDENTIAL or maintained pursuant to this Stipulated Protective Order and used
12 or introduced as an exhibit at trial becomes public and will be presumptively available
13 to all members of the public, including the press, unless compelling reasons supported
14 by specific factual findings to proceed otherwise are made to the trial judge in advance
15 of the trial. *See Kamakana*, 447 F.3d at 1180–81 (distinguishing “good cause” showing
16 for sealing documents produced in discovery from “compelling reasons” standard when
17 merits-related documents are part of court record). Accordingly, for such materials, the
18 terms of this Stipulated Protective Order do not extend beyond the commencement of
19 the trial.

20 Even after Final Disposition of this litigation, the confidentiality obligations
21 imposed by this Stipulated Protective Order shall remain in effect until a Designating
22 Party agrees otherwise in writing or a court order otherwise directs.

23 **5. DESIGNATING PROTECTED MATERIAL**

24 **5.1 Standard for Designating Material for Protection.** Any Party may
25 designate information or items for protection under this order if and only if, in the good
26 faith belief of such Party and its Counsel, the designated material qualifies under the
27 appropriate standards.

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1 Mass, indiscriminate, or routinized designations are prohibited. Designations that
2 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
3 to unnecessarily encumber the case development process or to impose unnecessary
4 expenses and burdens on other parties) may expose the Designating Party to sanctions.

5 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
6 this Stipulated Protective Order (see, e.g., Section 5.2(b) below), or as otherwise
7 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
8 under this Order must be clearly so designated before the material is disclosed or
9 produced.

10 Designation in conformity with this Stipulated Protective Order requires:

11 (a) for information in documentary form (e.g., paper or electronic documents,
12 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
13 Producing Party affix the legend “CONFIDENTIAL” to each page that contains
14 Protected Material. If only a portion or portions of the material on a page qualify for
15 protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,
16 by making appropriate markings in the margins). Plaintiffs’ medical records, derived
17 from any source, shall be automatically deemed “CONFIDENTIAL.”

18 (b) a Party or Non-Party that makes original documents or materials available
19 for inspection need not designate them for protection until after the inspecting Party has
20 indicated which material it would like copied and produced. During the inspection and
21 before the designation, all the material made available for inspection shall be deemed
22 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
23 copied and produced, the Producing Party must determine which documents, or portions
24 thereof, qualify for protection under this Order. Then, before producing the specified
25 documents, the Producing Party must affix the “CONFIDENTIAL” legend to each page
26 that contains Protected Material. If only a portion or portions of the material on a page
27 qualifies for protection, the Producing Party also must clearly identify the protected
28 portion(s) (e.g., by making appropriate markings in the margins).

(c) for testimony given in deposition or in other pretrial or trial proceedings, that the Designating Party shall either (1) identify on the record, before the close of the deposition, hearing, or other proceeding, all protected testimony, or (2) designate the entirety of the testimony as “confidential” (before the proceedings is concluded) with the right to identify more specific portions of the testimony as to which protection is sought within 30 days following receipt of the deposition transcript or the date by which any review by the witness and corrections to the transcript are to be completed under Federal Rule of Civil Procedure 30.

(d) for information produced in some form other than documentary and for any other tangible items, that the Producing Party shall affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend "CONFIDENTIAL." If only a portion or portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 **Inadvertent Failures to Designate.** If timely corrected, an inadvertent failure to designate qualified information or items does not waive the Designating Party's right to secure protection under this Stipulated Protective Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order. The Receiving Party shall also promptly destroy or return the inadvertently produced material, and all copies thereof, and shall retain only the materials designated as "CONFIDENTIAL."

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 **Timing of Challenges.** Any Party or Non-Party may challenge a designation of confidentiality as soon as practicable so as not to prejudice or harm the opposing party or otherwise disrupt the litigation.

6.2 **Meet and Confer.** The Challenging Party shall initiate the dispute resolution process by notifying the Designating Party of each designation it is

1 challenging and describing the basis for each challenge. The parties shall attempt to
2 resolve each challenge in good faith and must begin the process by conferring directly
3 within 14 days of the date of notification. In conferring, the Challenging Party must
4 explain the basis for its belief that the confidentiality designation was not proper and
5 must give the Designating Party an opportunity to review the designated material, to
6 reconsider the circumstances, and, if no change in designation is offered, to explain the
7 basis for the chosen designation. A Challenging Party may proceed to the next stage of
8 the challenge process only if it has engaged in this meet and confer process first or
9 establishes that the Designating Party is unwilling to participate in the meet and confer
10 process in a timely manner. Unless the Designating Party waives or withdraws the
11 designation, all parties shall continue to afford the material in question the level of
12 protection to which it is entitled under the Producing Party's designation until the court
13 rules on the challenge in accordance with Section 6.3.

14 6.3 **Judicial Intervention.** If the Parties cannot resolve a challenge without
15 Court intervention, the Challenging Party shall file and serve a motion challenging
16 confidentiality within 14 days of the parties agreeing that the meet and confer process
17 will not resolve their dispute in accordance with the procedures set forth by the United
18 States District Court for the Central District of California. The burden of persuasion in
19 any such challenge proceeding shall be on the Designating Party. Frivolous challenges,
20 and those made for an improper purpose (e.g., to harass or impose unnecessary expenses
21 and burdens on other parties) may expose the Challenging Party to sanctions. Sanctions
22 will not be pursued where a challenge is resolved through the meet and confer process
23 set forth herein. All parties shall continue to afford the material in question the level of
24 protection to which it is entitled under the Producing Party's designation until the Court
25 rules on the challenge.

26 7. **ACCESS TO AND USE OF PROTECTED MATERIAL**

27 7.1 **Basic Principles.** A Receiving Party may use Protected Material that is
28 disclosed or produced by another Party or by a Non-Party in connection with this case

1 only for prosecuting, defending, or attempting to settle this litigation, and for no other
2 purposes and no other client. Such Protected Material may be disclosed only to the
3 categories of persons and under the conditions described in this Order. When the
4 litigation has been terminated, a Receiving Party must comply with the provisions of
5 Section 13 below.

6 Protected Material must be stored and maintained by a Receiving Party at a
7 location and in a secure manner that ensures that access is limited to the persons
8 authorized under this Order.

9 **7.2 Disclosure of “CONFIDENTIAL” Information or Items.** Unless
10 otherwise ordered by the Court or permitted in writing by the Designating Party, a
11 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
12 only to:

13 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
14 employees of said Outside Counsel of Record to whom it is reasonably necessary to
15 disclose the information for this litigation as well as non-attorney employees of said
16 Outside Counsel of Record to whom it is reasonably necessary to disclose the
17 information for this litigation;

18 (b) the Receiving Party’s the officers, directors, and employees (including In-
19 House Counsel) to whom disclosure is reasonably necessary for this litigation;

20 (c) Experts (as defined in this Order) (i) to whom disclosure is reasonably
21 necessary for this litigation and (ii) who have signed the “Acknowledgment and
22 Agreement to Be Bound” (Exhibit A), provided that any portion of any Expert Report
23 that reproduces information designated as CONFIDENTIAL must be redacted if
24 allowed by the Court before the Expert Report is filed with the Court or must be redacted
25 if otherwise disclosed to any person not bound by this Agreement;

26 (d) the Court and its personnel;

27 (e) court reporters and their staff;

28

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information, or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses in the Action to whom disclosure is reasonably necessary, unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the Parties engaged in settlement discussions.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as "CONFIDENTIAL," that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Stipulated Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this Action as “CONFIDENTIAL” before a determination by the court from which the subpoena or

1 order issued, unless the Party has obtained the Designating Party's permission. The
2 Designating Party shall bear the burden and expense of seeking protection in that court
3 of its confidential material—and nothing in these provisions should be construed as
4 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive
5 from another court.

6 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
7 PRODUCED IN THIS LITIGATION**

8 **9.1 Application.** The terms of this Stipulated Protective Order are applicable
9 to information produced by a Non-Party in this Action and designated as
10 "CONFIDENTIAL." Such information produced by Non-Parties in connection with this
11 litigation is protected by the remedies and relief provided by this Order. Nothing in
12 these provisions should be construed as prohibiting a Non-Party from seeking additional
13 protections.

14 **9.2 Notification.** If a Party is required, by a valid discovery request, to produce
15 a Non-Party's confidential information in its possession, and the Party is subject to an
16 agreement with the Non-Party not to produce the Non-Party's confidential information,
17 then the Party shall:

18 (a) promptly notify in writing the Requesting Party and the Non-Party that
19 some or all of the information requested is subject to a confidentiality agreement with a
20 Non-Party;

21 (b) promptly provide the Non-Party with a copy of the Stipulated Protective
22 Order in this litigation, the relevant discovery request(s), and a reasonably specific
23 description of the information requested; and

24 (c) make the information requested available for inspection by the Non-Party.

25 **9.3 Conditions of Production.** If the Non-Party fails to object or seek a
26 protective order from this Court within 14 days of receiving the notice and
27 accompanying information, the Receiving Party may produce the Non-Party's
28 confidential information responsive to the discovery request. If the Non-Party timely

1 seeks a protective order, the Receiving Party shall not produce any information in its
2 possession or control that is subject to the confidentiality agreement with the Non-Party
3 before a determination by the Court. Absent a court order to the contrary, the Non-Party
4 shall bear the burden and expense of seeking protection in this Court of its Protected
5 Material.

6 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
8 Protected Material to any person or in any circumstance not authorized under this
9 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
10 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
11 all unauthorized copies of the Protected Material, (c) inform the person or persons to
12 whom unauthorized disclosures were made of all the terms of this Order, and (d) request
13 such person or persons to execute the “Acknowledgment and Agreement to Be Bound”
14 that is attached hereto as Exhibit A.

15 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
16 PROTECTED MATERIAL**

17 Pursuant to Federal Rule of Evidence 502(d) and (e), disclosure (including
18 production) of information that a Party or Non-Party later claims should not have been
19 disclosed because of a privilege, including but not limited to the attorney-client privilege
20 or attorney work product doctrine, shall not by itself constitute a waiver of any claim of
21 attorney-client privilege, attorney work product, or other ground for withholding
22 production as to which the Producing Party would be entitled in this action or any other
23 federal or state proceeding. If a Producing Party identifies inadvertently produced
24 Disclosure or Discovery Material that it believes is privileged, it shall notify the
25 Receiving Party’s counsel in writing, and identify the Disclosure or Discovery Material
26 that it claims is privileged. Upon receipt of notification that privileged Disclosure or
27 Discovery Material was produced, the Receiving Party shall immediately return the
28 Disclosure or Discovery Material claimed to be privileged, and any copies thereof, and

1 confirm to the Producing Party in writing that all electronic copies of the document have
2 been deleted or otherwise destroyed. The Producing Party shall update its privilege log
3 to reflect the Disclosure or Discovery Material that it produced. The failure of any Party
4 to provide notice or instructions under this provision shall not by itself constitute a
5 waiver of any claim of attorney-client privilege, attorney work product, or other ground
6 for withholding production as to which the Producing Party would be entitled in this
7 Action or any other federal or state proceeding. This paragraph does not constitute a
8 waiver of the Receiving Party's right to challenge the claim of privilege.

9 **12. MISCELLANEOUS**

10 12.1 **Right to Further Relief.** Nothing in this Stipulated Protective Order
11 abridges the right of any person to seek its modification by the Court in the future.

12 12.2 **Right to Assert Other Objections.** By stipulating to the entry of this
13 Stipulated Protective Order no Party waives any right it otherwise would have to object
14 to disclosing or producing any information or item on any ground not addressed in this
15 Stipulated Protective Order. The production of Protected Material shall not constitute
16 an admission or concession by the Producing or Designating Party that such Protected
17 Material is relevant or probative of any issue or is admissible at any proceedings for any
18 purpose.

19 12.3 **Publicly Available Materials.** Nothing in this Stipulated Protective Order
20 shall be deemed in any way to restrict the use of documents or information that are
21 lawfully obtained or publicly available to a Party independently from discovery in this
22 Action, whether or not the same material has been obtained during the course of
23 discovery in the Action and whether or not such documents or information have been
24 designated as Protected Material.

25 12.4 **Filing Protected Material.** Without written permission from the
26 Designating Party or a Court order secured after appropriate notice to all interested
27 persons, a Party may not file in the public record in this Action any Protected Material.
28 A Party that seeks to file under seal any Protected Material must comply with the

1 procedures set forth by the United States District Court for the Central District of
2 California.

3 **13. FINAL DISPOSITION**

4 Within 60 days after the Final Disposition of this Action, each Receiving Party
5 must return all Protected Material to the Producing Party or destroy such material. As
6 used in this subdivision, “all Protected Material” includes all copies, abstracts,
7 compilations, summaries, and any other format reproducing or capturing any of the
8 Protected Material. Whether the Protected Material is returned or destroyed, the
9 Receiving Party must submit a written certification to the Producing Party (and, if not
10 the same person or entity, to the Designating Party) by the 60 day deadline that affirms
11 that the Receiving Party has not retained any copies, abstracts, compilations, summaries
12 or any other format reproducing or capturing any of the Protected Material.
13 Notwithstanding this provision, Counsel are entitled to retain one archival copy of all
14 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
15 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
16 consultant and expert work product, even if such materials contain Protected Material.
17 Any such archival copies that contain or constitute Protected Material remain subject to
18 this Stipulated Protective Order as set forth in Section 4.

19 **IT IS SO STIPULATED.**

20
21 Dated: July 10, 2025

GIBSON, DUNN & CRUTCHER LLP

22
23 By: /s/ Joseph R. Rose²
24 Joseph R. Rose

25 Attorneys for Defendant
26 AMAZON RETAIL LLC

27
28 ² Pursuant to L.R. 5-4.3.4(a)(2)(i), counsel for Defendant, Joseph R. Rose, certifies that
the undersigned counsel has concurred in this filing's content and authorized this
filing.

1
2 Dated: July 10, 2025

MATERN LAW GROUP, PC

3 By: /s/ Erin Hutchins

4 Erin Hutchins

5 Attorneys for Plaintiffs
6 JONATHAN CHICAS and DARRIUS
7 PARRISH, individually, and on behalf of all
8 others similarly situated

9
10 IT IS SO ORDERED.



11 Dated: July 11, 2025

12 HON. STEPHANIE S. CHRISTENSEN
13 UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

The undersigned hereby acknowledges under penalty of perjury that he/she has read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California in the case of *Jonathan Chicas et al v. Amazon Retail LLC et al*, Case No. 2:24-cv-10306 FMO (SSCx). The undersigned agrees to comply with and to be bound by all the terms of this Stipulated Protective Order and understands and acknowledges that failure to so comply could expose him/her to sanctions and punishment in the nature of contempt. The undersigned solemnly promises that he/she will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

The undersigned further agrees to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this Action.

Name: _____

Job Title:

Employer:

Business Address:

Signature:

Date:

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